



A Bending Company Pty Ltd

TO: A Bending Company Pty Ltd (ABN 61 053 180 573) of 4 Monterey Rd, Dandenong, Victoria, 3175 (**A Bending Company**)

In consideration of A Bending Company at the request of:

Name:

Address:

as the guarantor (**Guarantor**) agreeing to

- supply or continue to supply goods or services to (**Customer**); or
- provide credit to the Customer or grant an indulgence outside A Bending Company's agreed credit terms.

The Guarantor hereby:

1. agrees to guarantee to A Bending Company the due and punctual payment of all money presently owing and any money that may become owing by the Customer, in respect of the cost of goods or services supplied by A Bending Company to the Customer and any other sums payable by the Customer to A Bending Company pursuant to A Bending Company's Terms and Conditions of Trade (**guaranteed money**);
2. agrees as a separate severable and additional covenant and obligation to indemnify and keep indemnified A Bending Company from and against all losses, costs, charges and expenses whatsoever (including all legal costs) that A Bending Company may suffer or incur in relation to the supply of goods or services to the Customer;
3. covenants, acknowledges and agrees as follows:
 - (a) the guarantee given in clause 0 is a continuing guarantee, the indemnity given in clause 2 is a continuing indemnity and neither this Deed nor the guarantee nor the indemnity will be discharged in any way or be considered or deemed to be discharged in any way by any payment to A Bending Company other than the full payment to and acceptance by A Bending Company of the whole of the guaranteed money;
 - (b) notwithstanding that as between the Guarantor and the Customer the position of the Guarantor is that of surety only nevertheless as between the Guarantor and A Bending Company, the Guarantor is liable as a principal and as a primary debtor for the payment of the guaranteed money;
 - (c) this Deed is valid and enforceable against the Guarantor and the liability hereunder of the Guarantor continues and may be enforced by A Bending Company notwithstanding:
 - (i) that no steps or proceedings have been taken against the Customer;
 - (ii) any indulgence or extension of time granted by A Bending Company to the Customer;

- (iii) the death or bankruptcy or winding up of the Customer;
 - (iv) that payment of the guaranteed money by the Customer cannot be legally enforced against the Customer;
- (d) A Bending Company taking or failing to take, or enforcing or failing to enforce, or holding any other security for the Customer's debt, or varying or surrendering any such security shall not exonerate or discharge the Guarantor or otherwise prejudice or affect the liability of the Guarantor;
 - (e) the Guarantor must not compete with A Bending Company for any dividend or distribution in the event of the Customer being declared bankrupt, going into liquidation or being wound up or entering any deed or scheme of arrangement or assignment or composition in respect of its affairs or its assets and liabilities;
4. acknowledges having given its consent to A Bending Company to:
 - (a) disclose credit information about the Guarantor to a credit reporting body; and
 - (b) obtain credit eligibility information about the Guarantor from a credit reporting body; and
 - (c) use credit eligibility information about the Guarantor; and
 - (d) disclose credit eligibility information about the Guarantor,
 for the purposes of A Bending Company:
 - (e) assessing whether to accept the Guarantor as a guarantor for credit that has been provided to or may be applied for by the Customer; and
 - (f) collecting overdue payments; and
 - (g) reporting on payment defaults and personal bankruptcy and insolvency issues;
 5. acknowledges that the term "A Bending Company" includes its successors and assigns and the terms "Customer" and "Guarantor" include their respective executors, administrators and successors

Executed as a Deed.
 Date:
 Signed sealed and delivered)
 By:)
 in the presence of)

 Witness Signature



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Victoria, 3175 Australia

A Bending Company Pty Ltd (a division of ABECK Group)



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